

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-309
ANNUAL REQUIREMENTS FOR RENTAL & CLEANING OF
MATS AND VARIOUS LINENS

DATE: February 7,2005

CONTRACT PERIOD: March 1, 2005 thru Feb. 28, 2006

CONTRACTOR: Paramount Linen & Uniform
837 S. 27th
Lincoln NE 68510

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative:Ted Wright
Telephone No.:402-435-4313
FAX No.: 402-435-4407
E-Mail Address:tedwright@alltel.net

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Specifications Signed 12/14/04 & Contract approved 1/27/05

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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Original Contract: Contractor
County Clerk
City/Co. Purchasing

C-05-0062

FILED

JAN 27 2005

LANCASTER COUNTY CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY

NEBRASKA
FOR
SPECIFICATION #04-309

**ANNUAL REQUIREMENTS FOR RENTAL & CLEANING
OF MATS AND VARIOUS LINEN**

Contractor: Paramount Linen & Uniform, Lincoln, NE

County of Lancaster
~~CITY OF LINCOLN~~, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 1st day of Feb, 2005, by and between **Paramount Linen & Uniform. 837 So. 27th Street, Lincoln, NE 68510** hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared and advertised in accordance with law, specifications, Plans, and other Contract Documents describing the services to be provided for **Request for Proposal # 04-309 , "Annual Requirements for Rental & Cleaning of Mats and Various Linen"** (hereinafter referred to as the RFP), this document is included by reference as **Exhibit A**; and

WHEREAS, Contractor, in response to such advertisement, desires to and is capable of providing the described necessary services according to the terms and conditions stated in Contractor's response to the RFP, this document is included by reference as **Exhibit B**.

and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsive, responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, (**Exhibit B**) a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

- 1 **General Description.** The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents.
- 2 **Term of the Agreement.** Term of the Agreement shall be one year as twelve (12) consecutive months, and shall be **March 1, 2005** through **Feb. 28, 2006**.
 - 2.1 At the ^{County's} ~~City's~~ request, with the Contractor's consent, the agreement shall be renewable for two (2) each additional one (1) year periods (March 1, 2006 - Feb. 28, 2008) and with any extensions as mutually agreed.
- 3 **Governing Laws.** The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this agreement.

- 4 Quantity Requirements. The County reserves the right to modify the quantity ordered, and to purchase current technology at negotiated prices. Implementation will be in accordance to the time line as agreed with the Contractor.
- 5 Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 6 Compensation. The County shall pay for purchased services and equipment at the rates as set in **Exhibit B**. Payment will be made, unless otherwise stated, within thirty (30) calendar days after acceptance and proper invoicing by the Contractor. No increase above said bid price will be allowed to the Contractor during the term of the contract unless and except as provided by the specifications.
- 7 Invoices. Contractor shall, within fifteen (15) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment on an invoice form acceptable to the County. The invoice shall itemize: 1) the hours of services or equipment rendered listed by classification, 2) the date such services were provided, 3) a general description of the services or equipment provided, 4) the name of client receiving services, 5) the amount and type of all reimbursable expenses being charged to the Contract, and 6) the dates of the performance period covered by the invoice.
- 8 Payment of Unauthorized Claims. The County may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment or disallowance of claim by reducing future payments.
- 9 Payment Upon Early Termination. In the event this Contract is terminated before the completion of services, the County shall pay the Contractor for services provided in a satisfactory manner, a sum based upon the actual time/materials spent at the rates stated in **Exhibit B**. In no case shall such payment exceed the total contract price.
- 10 Inclusion Of All Necessary Fees. The Contractor shall comply with all federal, state, and local laws together with all ordinances and regulations applicable to the services. The Contractor shall procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this agreement.

- 11 Proprietary Considerations and Data Security. Except for Contractor's work papers, the County and Contractor agree that all materials and information developed under this Agreement shall become the sole property of the County.
- 11.1 Any materials and information not developed under this Agreement, which Contractor considers to be proprietary and confidential, shall be plainly and prominently marked by Contractor as "Trade Secret," "Proprietary," or "Confidential."
- 11.2 County will use reasonable means to ensure that Contractor's confidential information is safeguarded and held in confidence. County agrees not to reproduce or distribute Contractor's proprietary material to non-Governmental agencies without prior written permission from Contractor. City's obligation pursuant to this Article shall not apply to any material, data or information not plainly and prominently marked with the restrictive legends as set forth in subsection 11.1, above.
- 12 Warranties. The Contractor, by entering into a contract with the County, warrants and represents that all materials, equipment, and service delivered to the County pursuant to the contract conforms to all of the specifications contained or referred to herein. The Contractor further guarantees to replace all materials, equipment, software, or service that may be rejected by the County due to defective materials or workmanship for a minimum of one year following final acceptance. Failure or neglect of the County to require compliance with any term or condition of the contract or specifications shall not be deemed a waiver of such term or condition.
- 13 Breach of Warranties. In the event of any breach of Contractor's warranties and/or covenants contained in this contract, or if, for any other reason, except only the fault of the County, the hardware, software or other services does not operate in accordance with the specifications provided in this contract and Contractor has not adjusted, or cannot adjust the same within fifteen (15) days after notice to Contractor, County shall have the right, at its option, to cancel this contract and to receive the return of all sums theretofore paid by County to Contractor for all non-consumable items and/or services, in addition to such other damages to which the County may be legally entitled. The Contractor's obligations under this agreement are in lieu of all other warranties expressed or implied.
- 14 Equipment Condition. All items bid and furnished shall be new, not used, and be current manufacturer's models. Rebuilt, renewed or remodeled merchandise shall not be furnished unless specifically called for.
- 15 Status of Employees. Any and all employees of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this agreement, shall not be considered employees of the County and all claims that may or might arise under the Worker's Compensation on behalf of said employees or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of the work or service provided to be rendered herein, shall in no way be the obligation or responsibility of the County. For all purposes the Contractor shall be considered an independent Contractor.

- 16 Indemnification. Both parties shall indemnify and hold harmless, the other party, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract. Both parties shall be responsible for the acts of their own members, officers and employees including those caused in whole or part by any negligent act or omission. This shall also mean any subcontractor, or anyone directly or indirectly employed by the Contractor.
- 17 Non-exclusiveness of Remedies. Any right or remedy on behalf of the County provided for in any part of these specifications, including, but not limited to, any guaranty or warranty or any remedy for Contractor's nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.
- 18 Default for Insolvency. The County may terminate this Agreement for default in the event of the occurrence of any of the following:
- 18.1 The insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law; the filing of a voluntary petition to have Contractor declared bankrupt; the appointment of a Receiver or Trustee for Contractor; or the execution by Contractor of a general assignment for the benefit of creditors.
- 19 Default for Nonperformance. County may, by written Notice of Default to Contractor, terminate the whole or any part of this Agreement in any of the following circumstances:
- 19.1 If Contractor fails to perform installation of the software or equipment or fails to perform the services within the time specified in the contract or any authorized extension thereof; or if Contractor fails to perform any of the provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of fifteen (15) days (or such longer period as County may authorize in writing) after receipt of notice from the County specifying such failure.
- 20 Notices. All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or when mailed by first class registered or certified mail, postage prepaid, addressed to the County and Contractor at their respective addresses designated below, or at such other address as the County or Contractor, as the case may be, shall have furnished in writing to the other.
- 21 Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the attached "Insurance Requirements for County Contracts (**Exhibit C**)". The County shall be named as additional insured with regard to the performance of the contract services.

- 22 **INTERLOCAL PURCHASING:** The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. By signing this agreement the Contractor agrees to honor Political Subdivision orders (mainly the City of Lincoln) in accordance with contract terms and conditions, in addition to orders from Lancaster County.

Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by political sub-divisions, cities or counties other than its own.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

EXECUTION BY THE LANCASTER COUNTY, NEBRASKA

APPROVE AS TO FORM:

Kristy Mundt
Deputy County Attorney

LANCASTER COUNTY COMMISSION, NE

Larry Radtke
Chair 2/1/2005

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

PARAMOUNT Linen
Name of Corporation

837 5 27
(Address)

Lincoln Ne 68510
(City, State, Zip)

By: Jan Allen
Duly Authorized Official

President
Legal Title of Official

SEALED RFP SPECIFICATION NO. 04-309

Exhibit B

RFP OPENING TIME: 12:00 NOON
DATE: Wednesday, December 15, 2004

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any proposer to receive any addenda or interpretation shall not relieve the proposer from obligations specified in the proposal request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of City of Lincoln and Lancaster County for the listed project agrees to provide the materials and equipment in strict accordance with the specifications as prepared by the City/County for the consideration of the amount set forth in the following price schedule:

ANNUAL REQUIREMENTS FOR RENTAL & CLEANING OF MATS & LINEN RELATED ITEMS

ITEM #	ITEM DESCRIPTION	FREQUENCY	EST. QTY/MO.	EST. QTY/YR.	UNIT	YRLY. TOTAL
1.	<u>WALK-OFF MATS</u>					
1.1	3' X 4' walk-off mat	weekly pick-up	85	ea. x 52 = 4,420	\$1.75 ea.	\$ 7735.00
	"	bi-weekly	25	ea. x 26 = 650	\$1.75 ea.	\$ 1137.50
	"	monthly	11	ea. x 12 = 132	\$1.75 ea.	\$ 231.00
1.2	3' X 10' walk-off mat	weekly pick-up	32	ea. x 52 = 1,664	\$3.50 ea.	\$ 5824.00
	"	bi-weekly	5	ea. x 26 = 130	\$3.50 ea.	\$ 455.00
	"	monthly	5	ea. x 12 = 60	\$3.50 ea.	\$ 210.00
1.3	4' X 6' walk-off mat	weekly pick-up	61	ea. x 52 = 3,172	\$2.80 ea.	\$ 8881.60
	"	bi-weekly	15	ea. x 26 = 390	\$2.80 ea.	\$ 1092.00
	"	monthly	8	ea. x 12 = 96	\$2.80 ea.	\$ 268.80
1.4	_ ' X _ ' scraper mat	weekly pick-up	15	ea. x 52 = 780	\$1.75 ea.	\$ 1365.00
	"	bi-weekly	11	ea. x 26 = 286	\$1.75 ea.	\$ 500.50
	"	monthly	1	ea. x 12 = 12	\$1.75 ea.	\$ 21.00
1.5	_ ' X _ ' anti fatigue	weekly pick-up	14	ea. x 52 = 728	\$1.75 ea.	\$ 1274.00
	"	bi-weekly	2	ea. x 26 = 52	\$1.75 ea.	\$ 91.00
2.	<u>ROLL TOWELS</u>	weekly pick-up	43	ea. x 52 = 2,236	\$1.30 ea.	\$ 2906.80
	Note: Current contract has 24 cabinets installed (no-charge)					\$ 2901.60
3. a	<u>DUST MOPS</u>					
3.1	22" dust mop	weekly pick-up	15	ea. x 52 = 780	\$.83 ea.	\$ 647.40
	"	bi-weekly	4	ea. x 26 = 104	\$.83 ea.	\$ 86.32
3.2	36" dust mop	weekly pick-up	3	ea. x 52 = 156	\$1.25 ea.	\$ 195.00
	"	bi-weekly	3	ea. x 26 = 78	\$1.25 ea.	\$ 97.50
3.3	42" dust mop	weekly pick-up	2	ea. x 52 = 104	\$1.45 ea.	\$ 150.80
	"	bi-weekly	5	ea. x 26 = 130	\$1.45 ea.	\$ 188.50
	Note: Current contract has 12 dust mop handles (no-charge)					

ITEM #	EST. ITEM DESCRIPTION	EST. FREQUENCY	QTY/MO.	QTY/YR.	UNIT	TOTAL
3 .b	WET MOPS					
3.6	Wet mop	weekly pick-up	12 ea. x 52 =	624	\$1.48 ea.	\$ 923.52
	"	bi-weekly	15 ea. x 26 =	390	\$1.48 ea.	\$ 577.20
	"	monthly	7 ea. x 12 =	84	\$1.48 ea.	\$ 124.32
Note: Current contract has 17 handles (no-charge)						
4.	SHOP TOWELS	weekly pick-up	752 ea. x 52 =	39,104	\$.055 ea.	\$ 2,150.72
5.	DISH TOWELS	weekly pick-up	10 ea. x 52 =	520	\$.13 ea.	\$ 67.60
6.	LAB COATS	weekly pick-up	25 ea. x 52 =	1,300	\$.84 ea.	\$ 1,092.00
7.	BIB APRON	weekly pick-up	90 ea. x 52 =	4,680	\$.22 ea.	\$ 1,029.60
8.	DENTAL SMOCK	weekly pick-up	6 ea. x 52 =	312	\$1.00 ea.	\$ 312.00
9.	BIO HAZARD BAG	weekly pick-up	2 ea. x 52 =	104	\$.60 ea.	\$ 62.40
10.	BAKER'S MIT	weekly pick-up	12 ea. x 52 =	624	\$.25 ea.	\$ 156.00
11.	BAR SWIPE TOWEL	weekly pick-up	100 ea. x 52 =	5,200	\$.10 ea.	\$ 520.00
12.	SURGICAL SHEET	weekly pick-up	81 ea. x 52 =	4,212	\$.55 ea.	\$ 2,316.00
13.	WORK PANT	weekly pick-up	20 ea. x 52 =	1,040	\$.50 ea.	\$ 520.00
14.	WORK SHIRT	weekly pick-up	40 ea. x 52 =	2,080	\$.45 ea.	\$ 936.00
15.	WARM-UP JACKET	weekly pick-up	14 ea. x 52 =	728	\$.90 ea.	\$ 655.20

TOTAL ANNUAL EST. COST:

\$ 44796.68

44801.88 SH

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful proposer, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each proposer shall indicated on the Proposal Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☒ YES ☐ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

"NOTE: RETURN 2 COMPLETE COPIES OF OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF ENVELOPE AS FOLLOWS: SEALED RFP FOR SPEC. NO. 04-309"

The undersigned signatory of the proposer represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted.

PARAMOUNT LINEN & UNIFORM
COMPANY NAME

837 S. 27TH
STREET ADDRESS or P.O. BOX

LINCOLN NE 68510
CITY, STATE ZIP CODE

402-435-4313
TELEPHONE NO.

402-435-4407
FAX NO.

Email: tedwright@alltel.net

Ted M. Wright
BY (Signature)

TED WRIGHT
(Print Name)

Sales Manager
(Title)

12.14.04
(Date)

47-0530383
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ONLY THE NAMES OF PROPOSERS WILL BE READ AT THE RFP OPENING. RFP PROCESS MAY REQUIRE REFERENCES, PAST SERVICE, QUALITY OF PRODUCTS AND OTHER CRITERIA AS IDENTIFIED IN THESE SPECIFICATIONS. PRICE IS NOT THE SOLE DETERMINATIVE FACTOR IN THE AWARD OF THIS CONTRACT.